

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Purchase Order Approval (Staff recommends approval).

**REQUESTED ACTION:** Approve Purchase Order

☐ Work Session (Report Only)

**DATE OF MEETING:** 3/13/12

☒ Regular Meeting

☐ Special Meeting

**CONTRACT:** ☐ N/A

Vendor/Entity: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

Financial Services

**BUDGET IMPACT:**

☐ Annual

**FUNDING SOURCE:** \_\_\_\_\_

☐ Capital

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

☐ N/A

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**HISTORY/FACTS/ISSUES:**

PO Number	PO Amount	Vendor Name	PO Description
54519	\$59,403.06	CXT, Inc.	Denali Flush Building Restrooms for Lake Okahumpka Park

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PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

54519

To

CXT Inc.  
3008 North Sullivan Road Bldg. # 7  
Spokane Valley, WA 99216

DATE 12/12/11

DEPT. Parks

BY

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
123	107-575-6500	1	Denali Flush Building Restrooms For Lake Okahumpka Park State Contract - Piggyback Off Of Leon County #BC-07-16-09-51	\$59,403.06	\$59,403.06
TERMS:				TOTAL	\$59,403.06

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO:

AUTHORIZED BY:

**NOTE: ONLY ORIGINAL INVOICES  
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS  
WHITE COPY - TO VENDOR  
CANARY COPY - TO DEPARTMENT HEAD  
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF  
THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: OFFICER OR DEPT. HEAD DATE:

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL  
EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Quote #: JCHA1016F7-3



, Inc. an L.B. Foster Company

**Mailing Address:**CXT Incorporated, an LBFoster Co.  
3808 North Sullivan Road Bldg. #7  
Spokane Valley, WA 99216**Phone:** (800) 696-5766**Fax:** (509) 928-8220  
12/09/2011**To:** Sumter County Parks & Recreation324 E. Seminole Ave  
Bushnell, FL 33513**Attention:** Bruce Root**Phone:** (352) 793-0240**Fax:** (352) 793-0247**Re:**

Our quotation for the Denali Flush Building building is as follows:

Per Building

Denali double flush toilet building with standard simulated cedar shake roof and board and batt with napa valley rock wall texture, two tone color, three 16-gauge galvanized steel doors and frames, vitreous china plumbing fixtures (2-lavatories, 2-water closets), two 3-roll toilet paper holders, two exhaust fans, three GFI outlets, three floor drains, two s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, ADA drinking fountain, Solar to run lights and septic pump (motion controlled interior lights and photo cell controlled exterior lights).

\$59,403.06

Freight

\$59,403.06

**FOB:** Freight FOB Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in Sumter County, FL area. PE Stamped drawings not included.**Terms:** Net 30 with Credit Approval.**Shipment:** Within 90 Days ARO,**Notes:** Sales tax not included  
Number of Units: \_\_\_\_

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

**L.B. FOSTER COMPANY**

By \_\_\_\_\_

Jeff Chambers  
JChambers@lbfooster.com

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_ (Customer Name)

\_\_\_\_\_, (Signed)

## CONDITIONS OF SALE

1. Taxes

Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

2. Payment Terms

Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.

3. Quotation Term

This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.

4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.

5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of ½% of contract price per month or part of any month will be charged.

6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer

- A. Stake exact location building is to be set, including orientation.
- B. Provide clear and level site, free of overhead and/or underground obstructions.
- C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
- D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
- E. Customer is responsible for all permits required.

8. Access to Site

Delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT will negotiate extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired in order to successfully offload the facility safely and efficiently.

9. Installation

- A. If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer. This work must be approved by Customer Field Representative by signing the Additional Work Required section on the Building Acceptance Form.
- B. If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto

the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable).

- C. If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a refundable deposit of \$1,000.00 payable by credit card only. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. *CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.*

#### 10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site.

If you ordered a(n)....

**Cascadian/Rocky Mountain** - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

**Gunnison** - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

**Tioga Special** - Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

**Dbl Cascadian/Dbl Rocky Mountain** - Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

**Cortez/Ozark I/Teton/Pioneer** - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

**Large Flush, Sectional, or Custom Bldgs -**

(Arapahoe/OzarkIII/Cheyenne/Montrose/Taos/Rainier/Pomona/Navajo/Malibu/Kodiak/Fontana/Diablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6 "). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

**Schweitzer/Mendocino** - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

#### 11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warrants all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

- 1) Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;
- 2) To any goods which have been subject to misuse, negligence, acts of God, or accidents;
- 3) To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

#### 12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

#### 13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be

liable for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.



## Pre-Order Information Worksheet

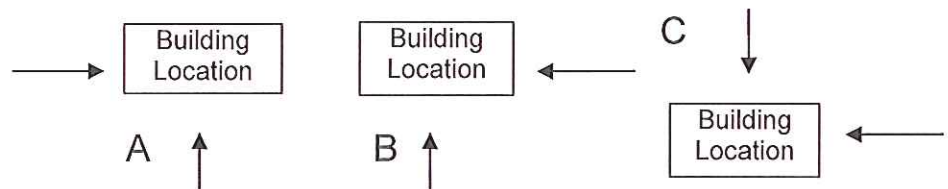
**This information must be provided BEFORE your order can be processed or delivered**

Customer \_\_\_\_\_ Site Name \_\_\_\_\_ Completed By \_\_\_\_\_

**Directions / Maps**      ▪ A **physical address (preferred)** or written directions from the closest town to your job site (maps are acceptable).

**Site Access Requirements**      ▪ **Vertical** clearance of **14' 6"** and **horizontal** clearance of **14'** along all access Routes (This space must be **clear** of all obstructions including, but not limited to: **trees, tree branches, gates, cattle guards, fences, bridges, structures, concrete barricades, guardrails and signs.**

**Adjacent sides**      ▪ **Accessible** on a minimum of two sides (**Adjacent sides**) so that the truck and crane are able to park **NEXT TO (within 2-feet)** the excavation or pad on at least two sides.



**Excess material**      ▪ **"Set Only" installations** must have all excavated material **stockpiled away** from the excavation hole or pad

**Customer Representative**      ▪ Customer or a designated representative **MUST** be on site during **ALL** installation activities and must have the **authority to make on site decisions, and sign the customer building acceptance form.**

**Contact name:** \_\_\_\_\_ **Cell phone #** \_\_\_\_\_

**Site Improvement Damage**      ▪ Due to the **weight (80,000 – 150,000)** and **length (72' – 110')** of the equipment (**transport truck and crane**) needed to haul and set the buildings, it is likely that improvements (**sidewalks, grass, curbing, asphalt, underground utilities etc.**) in the work area will be **damaged**. While we do not accept liability for this damage, there may be steps we can take to **minimize** the potential for this damage (**steel plates, gravel ramps**) at additional cost. Call CXT if you have any questions.

### Access Conditions

\_\_\_\_\_ Miles off pavement ( **mark all applicable conditions** )

\_\_\_\_\_ Good gravel surface

\_\_\_\_\_ Steep grades

\_\_\_\_\_ Switchbacks

\_\_\_\_\_ Bridges

\_\_\_\_\_ Rough

**IMPORTANT - ADDITIONAL CHARGES** can and/or **will be charged** to the customer for any **out of scope** site work including, but not limited to: any of the above listed conditions, temporary off load due to any cause (**weather**), **short trailer transfer, blasting / rock removal, and larger than normal crane requirements**. Please check with CXT if you have any concerns or questions.